



ODISHA MINERAL EXPLORATION CORPORATION LIMITED

(A Government of Odisha Undertaking)

Request for Proposal

For

Selection of Mine Operator for

Sukinda Chromite Mine

through **Reverse Auction** bidding process

(Through the website of MSTC Limited)

(National Competitive Bidding)

RfP No.04/OMECL/2019 dated.30.11.2019

Advertisement:



**ODISHA MINERAL EXPLORATION
CORPORATION LIMITED
(A Government of Odisha Undertaking)
OMC HOUSE, BHUBANESWAR- 751 001, ODISHA**

**REQUEST FOR PROPOSAL FOR SELECTION OF MINE OPERATOR for
SUKINDA CHROMITE MINE IN THE DISTRICT OF JAJPUR, ODISHA
(RfP No.04/OMECL/2019 dated.30.11.2019)**

ODISHA MINERAL EXPLORATION CORPORATION LIMITED (OMECL) invites bids from experienced Mine Operators for hiring of plant and machineries for mechanized mining involving excavation of overburden and chrome ore in all kinds of soil and rock upto a depth of approximately 190 Meters from the average natural surface level by deploying HEMM, Drilling & Blasting wherever necessary, dewatering (by continuous pumping out on an average around 8,700 Kilolitres of water per day throughout the year except during the monsoon months when the pumping requirement will be around 12,000 Kilolitres of water per day), transportation of overburden, sub-grade Chrome ore and Chrome ore to respective yards.

Peak Rated Capacity: 42,40,000 Cum. (\pm 10%)

Period of Contract: 3+3Years

Last Date of Online Submission of Bid: Up to 04:00 PM on **14.01.2020**.

Last Date of Physical Submission of Original Documents related to Bid: Up to 04:00 PM on **15.01.2020**.

Bid Document Cost: INR 1,18,000/- (Rupees One Lakh Eighteen Thousand) only including GST @ 18%

The executive summary of the Bidding Process as well as the Bidding Documents have been uploaded on the portal of MSTC Ltd.

(www.mstcecommerce.com/eprochrome/mdo/buyer_login.jsp) and on the website of ODISHA MINERAL EXPLORATION CORPORATION LIMITED (www.omecl.in). The Documents can be downloaded from the above sites from **03.12.2019**.

Any further communications, corrigendum/ addendum, etc. will be uploaded on the website of MSTC and OMECL. OMECL reserves the right to reject any or all bids/ proposals without assigning any reasons whatsoever.

Nodal officer for this bidding process: Abhiram Sahoo, Addl. General Manager (Mining) OMC, Authorized Officer for OMECL

Email: sahooabhiram740@gmail.com Phone: +91 674 2377439 / +91 9437794740

Sd/-

Addl. General Manager (Mining), OMC
Authorized Officer for OMECL

Schedule of the Bidding Process:

Sl. No.	Event	Tentative Schedule
1.	Publication of advertisement in newspapers	01.12.2019
2.	Availability of an Executive Summary and Bidding documents including RfP & Model Agreement (free of cost) on the following websites: i) MSTC (www.mstcecommerce.com/eprochome/mdo/buyer_login.jsp) ii) (www.omecl.in)	03.12.2019
3.	Start of registration of Bidders on MSTC website	03.12.2019
4.	Download of Bidding Documents	03.12.2019
5.	Site visit	09.12.2019 to 14.12.2019
6.	Last date for receipt of Pre-Bid queries (queries to be emailed to sahooabhiram740@gmail.com and rmahesh@mstcindia.co.in)	19.12.2019 No queries shall be entertained after this last date.
7.	Pre-Bid meeting	23.12.2019 Time:02:00 PM Venue: Office of the Mine Manager, South Kaliapani Chromite Mine, OMC
8	Presentation and demonstration on e-tendering submission by MSTC	23.12.2019 Time: 03:00 PM Venue: Office of the Mine Manager, South Kaliapani Chromite Mine, OMC
9.	Issue of responses to Pre-Bid queries	30.12.2019
10.	Start date for submission of Techno- Commercial Bid and Financial Bid on website of MSTC and physical submission of the original documents relating to the bid to OMECL	08.01.2020
11.	Last date for registration	07.01.2020 Time: 04:00 PM
12.	Last date for downloading the Bidding Documents	07.01.2020 Time: 04:00 PM

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Sl. No.	Event	Tentative Schedule
13.	Last date and time for submission of Techno Commercial Bid and Financial Bid on the website of MSTC	14.01.2020 Time: upto 04:00 PM
14.	Last date for physical submission of the original documents relating to the bid to OMECL	15.01.2020 Time: upto 04:00 PM
15.	Opening of Techno Commercial Bids	16.01.2020 Time: 11:00 AM
16.	Opening of the original documents submitted by Bidders	17.01.2020 Time: 11:00 AM Venue: OMECL Head Office, Bhubaneswar
17.	Announcement of Technically Qualified Bidders and intimation to Bidders by email	To be communicated later
18.	Opening of Financial Bids	To be communicated later
19.	Reverse Auction process	To be communicated later
20.	Display of comparative statement of the Financial Bids	To be communicated later
21.	Issue of letter of Intent (LOI)	To be communicated later
22.	Issue of LOA after obtaining labour license.	To be communicated later
23.	Submission of Performance Security (ISD) by Selected Bidder	Within 30 days of the issuance of LOA
24.	Signing of Agreement	Within 15 (fifteen) days from the date of receipt of valid ISD by OMECL.

Any change to the above schedule shall be notified on the MSTC website as well as the website of OMECL. Interested parties are advised to regularly check these websites.

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Data Sheet:

Sl.	Parameter	Details
1.	Ceiling Price	INR 276.56 per Cum (Rupees Two hundred seventy-six and fifty-six paise) only
2.	Bid document cost along with GST	INR 1,18,000/- (Rupees One Lakh Eighteen Thousand) only including GST @18% (To be submitted to OMECL by NEFT or e-payment)
3.	Amount of Bid Security (to be furnished by Bidders during bid submission as a DD/Pay Order/Bank Guarantee)	INR 5,86,30,720.00 (Rupees Five crore Eighty-six lakh Thirty thousand Seven hundred Twenty) only In case the Selected Bidder has provided the Bid Security in the form of Demand Draft/Pay Order, the Bid Security of Selected Bidder, if awarded with the work, shall be adjusted towards ISD (Initial Security Deposit) to be furnished by the bidder in the form of Demand Draft/Pay Order/Bank Guarantee.
4.	Amount of Performance Security (for the selected bidder)	Performance Security will be in two (2) parts: 1. Initial Security Deposit (ISD): 5% of the Annual Work Value of the Contractual Year which is highest. Each Year, the same ISD will be extended and adjusted for the next year, within 15 days from the date of issue of the letter from OMECL to commence next Contractual Year's operation. 2. Security Deposit (SD) – a retention money deducted @ 5% of each RA bill, which shall be returned after completion of each Contractual Year as per terms of the Agreement.
5.	Nodal Officer	Abhiram Sahoo, Addl. General Manager (Mining) OMC, Authorized Officer for OMECL, Phone No. +91 674 2377439 / +91 9437794740 Fax No. +91 674 2396889 e-Mail: sahoobhram740@gmail.com
6.	Website for submitting pre-bid queries	https://www.mstcecommerce.com/eprochome/mdo/buyer_login.jsp
7.	Address of OMEC Limited	OMC House, Po. Box no.34 Bhubaneswar 751 001 Odisha, India
8.	Address of MSTC Ltd.	MSTC Ltd. 225-C, A.J.C Bose Road, Kolkata – 700020
9.	RfP No.	RfP No.04/OMECL/2019 dated.30.11.2019
10.	E-tender No.	MO/OMECL/19-20/ET/5
11.	E-Reverse auction No.	To be communicated later

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

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Disclaimer

1. This Request for Proposal (“**RfP**”) is neither an agreement nor an offer by OMECL to the prospective Bidders or any third party. The purpose of this RfP is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RfP.
2. This RfP includes statements, which reflect various assumptions and assessments arrived at by OMECL in relation to mining operations at the Sukinda Chromite Mine. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This RfP may not be appropriate for all persons, and it is not possible for OMECL to consider the particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in the Bidding Documents may not be complete, accurate, adequate or correct. Each Bidder must, therefore, conduct its own investigations and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RfP and obtain independent advice from appropriate sources.
3. Information provided in this RfP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMECL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
4. OMECL, its employees and their consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RfP, or any matter deemed to form part of this RfP, or arising in any way in relation to this Bidding Process.
5. Neither OMECL nor their employees or their consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this RfP. OMECL also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RfP.
6. The Bidder should confirm that the RfP downloaded by them from the website of OMECL as well as MSTC is complete in all respects including all annexures

and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify OMECL immediately at the following address:

Nodal Officer: –Abhiram Sahoo, Addl. General Manager (Mining) ,OMC
Authorized Officer for OMECL
Odisha Mineral Exploration Corporation Limited.
(A Govt. of Odisha Undertaking)
OMC House
Bhubaneswar 751 001
Odisha
India
Phone No. +91 674 2377439 / +91 9437794740
Fax No. +91 674 2396889
E-Mail: sahoobhiram740@gmail.com
A copy of all communication should also be sent to:

Managing Director
ODISHA MINERAL EXPLORATION CORPORATION LIMITED
(A Govt. of Odisha Undertaking)
OMC House
Bhubaneswar 751 001
Odisha
India
Phone No. +91 674 2392778
Fax No. +91 674 2396889
E-Mail: info@omecl.in

7. If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Bidding Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Bidding Documents.
8. No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Bidding Documents.
9. This RfP and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This RfP shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Laws or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RfP). In the event after

the issue of the RfP, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RfP and the information contained herein shall be kept confidential by such party and its professional advisors at all times.

10. OMECL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this RfP at any time during the Bidding Process. All such changes shall be uploaded on the MSTC website and the website of OMECL. It is the duty of Bidders to visit the MSTC website and the website of OMECL regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
11. The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMECL. Further objection by any third party shall be construed as infringement on confidentiality and rights of OMECL with respect to this RfP.
12. OMECL reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons. Further OMECL reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of the Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMECL's action. Decision of OMECL shall be final and binding in this regard.
13. The Bidder shall not make any public announcements with respect to the Bidding Process, this RfP and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RfP shall be made exclusively by OMECL. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this RfP and shall render the Bid liable for rejection. OMECL's decision in this regard shall be final and binding on the Bidder.
14. The Bidder shall bear all its costs associated with or relating to the preparation and submission its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMECL or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMECL shall not be liable in any manner whatsoever for

the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

15. By responding to the RfP, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RfP. The Bidder hereby expressly waives any and all claims in respect thereof.
16. The Bid is not transferable.

1. List of Abbreviations

A.D.	Acknowledgement Due
BCM/ bcm	Bank Cubic Meters
BG	Bank Guarantee
BoD	Board of Directors
CPI (IW)	Consumer Price Index (Industrial Workers)
CSR	Corporate Social Responsibility
Cum/ cum	Cubic Meters
DMF	District Mineral Foundation
DG	Diesel Generator
DFO	Divisional Forest Officer
DGMS	Directorate General of Mine Safety
EC	Environment Clearance
ED	Excise Duty
EIA	Environment Impact Assessment
EMP	Environment Management Plan
EPFO	Employee Provident Fund Organization
ESI	Employee's State Insurance
ETP	Effluent Treatment Plant
FC	Forest Clearance
FY	Financial Year
Gol	Government of India
GoO	Government of Odisha
GST/CGST/SCGT	Goods and Services Tax/ Central GST/State GST
HEMM	Heavy Earth Moving Machinery
HO	Head Office (OMECL)
IBM	Indian Bureau of Mines
INR	Indian Rupee
ISD	Initial Security Deposit
IW	Intermediate Waste

LCV	Light Commercial Vehicle
LLP	Limited Liability Partnership
LOA	Letter of Award
MDO	Mine Developer and Operator
MIS	Management Information Systems
MoEF & CC	Ministry of Environment, Forest & Climate Change, Government of India
MSTC	MSTC Ltd.
MSTC website	www.mstcecommerce.com/eprchome/mdo/buyer_login.jsp
MT or Ton	Metric Ton
MTPA	Million Metric Ton Per Annum
OB	Over Burden
OEM	Original Equipment Manufacturer
OMECL	Odisha Mineral Exploration Corporation Limited
LOI	Letter of Intent
PAP	Project Affected People
PCB	Pollution Control Board
PF	Provident Fund
PoA	Power of Attorney
RBI	Reserve Bank of India
RfP	Request for Proposal
RPFC	Regional Provident Fund Commissioner
R&R	Rehabilitation and Resettlement
SD	Security Deposit
SIA	Social Impact Assessment
TIN	Taxpayer Identification Number
WC	Working Capital
TL	Total liability
WPI	Wholesale Price Index
OMC	The Odisha Mining Corporation Limited.

2. Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein. The words and expressions beginning with capital letters and not defined herein, but defined in the Agreement as set forth in **Annexure 9**, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

- 2.1 “Applicable Laws”** means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMECL or to the Bidders/ Preferred Bidder/ Selected Bidder.
- 2.2 “Bid”** shall mean the documents submitted by a Bidder pursuant to this RfP, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMECL and the Financial Bid, submitted strictly in the formats provided by OMECL. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMECL.
- 2.3 “Bidder”** shall be a (i) single corporate entity, incorporated under the (Indian) Companies Act, 1913 or 1956 or 2013, and in existence for at least four (4) years prior to the date of advertisement of this RfP, or (ii) a registered partnership firm within the meaning of the Indian Partnership Act, 1932 and in existence for at least four (4) years prior to the date of advertisement of this RfP, or (iii) a LLP firm registered under Limited Liability Partnership Act, 2008 and in existence at least four (4) years prior to the date of advertisement of this RfP.
- 2.4 “Bid Document” or “Bidding Document” or “RfP Document”** means documents issued by OMECL vide **RfP No.04/OMECL/2019 dated.30.11.2019** for Selection of the Mine Operator for Sukinda Chromite Mine and shall include any modifications, amendments, corrigenda/ addenda or alterations or clarification thereto. The documents are as follows:
- a) This RfP document
 - b) Model Agreement
 - c) Any corrigendum(a)/addendum(a) and clarification(s) to the RfP Document issued by OMECL subsequent to the issue of the RfP Document will also be considered an integral part of the RfP Document. Any reference to the

RfP Document in the Agreement shall include such corrigendum(a)/ addendum(a) and clarification(s);

- 2.5 “Bid Document Cost”** shall have the meaning as set forth in Clause 10.5.1;
- 2.6 “Bid Evaluation Committee”** shall mean the committee of officers of OMECL and their advisors and consultants as may be selected /nominated by the Chairman/M.D, OMECL.
- 2.7 “Bidding Process”** shall mean the process governing the submission and evaluation of the Bids as set out in Clause 3.1.7 of the RfP and the RfP itself;
- 2.8 “Bid Security”** means the Demand Draft/ Pay Order/ Bank Guarantee submitted by a Bidder to OMECL in accordance with Clause 6.1;
- 2.9 “Bid Due Date”** shall mean the last date and time for submission of Bids, as mentioned in the Schedule of Bidding Process hereof;
- 2.10 “Bid Validity Period”** shall mean a period of 180 (one hundred and eighty) days from the Bid Due Date or such extended period as may be declared by OMECL;
- 2.11 “Ceiling Price”** shall be the price per Unit as specified in the Data Sheet;
- 2.12 “Financial Criteria”** shall have the meaning given to it in Clause 4.2;
- 2.13 “Financial Bid”** means the Financial Bid submitted by the Bidder, in accordance with Clause 7;
- 2.14 “Financial Year”** means the 12 months period corresponding to the audited annual accounts;
- 2.15 “Final Price Offer”** at any point of time shall mean the lowest price that has been submitted during the Reverse Auction by a Technically Qualified Bidder who is eligible to participate in the Reverse Auction;
- 2.16 “Initial Price Offer”** shall mean the price offer required to be submitted by a Bidder as part of the Financial Bid and which shall be at or below the Ceiling Price in accordance with Clause 7.2;
- 2.17 “Agreement”** means the agreement to be entered into between OMECL and the Selected Bidder selected through the bidding process;

- 2.18 “Letter of Intent (LOI)”** means the written official intimation by OMECL notifying the Preferred Bidder to obtain the required labour license after which Letter of Award/LOA shall be issued.
- 2.19 “Letter of Award(LOA)”** means the written official intimation by OMECL notifying the Selected Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 2.20 “MSTC website”** shall mean www.mstcecommerce.com/eprochome/mdo/buyer_login.jsp;
- 2.21 “Net Worth”** means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation;
- 2.22 “OMECL”** means ODISHA MINERAL EXPLORATION CORPORATION LIMITED having its registered office at Bhubaneswar – 751 001, Odisha including its successor and assignees or its representatives;
- 2.23 “Pre-Bid Meeting”** means Pre-Bid meeting to be held as per the schedule indicated in the Schedule of Bidding Process hereof;
- 2.24 “Preferred Bidder”** means the bidder who is technically qualified and who has quoted the lowest price in the reverse auction but not yet awarded LOA.
- 2.25 “Related Party”** means
- (i) a director, a partner;
 - (ii) a key managerial personnel;
 - (iii) a firm, in which a director, manager is a partner;
 - (iv) a private company in which a director or manager or partner is a member or director;
 - (v) a public company in which a director, manager or partner is a director or holds along with his relatives, more than two per cent of its paid-up share capital;
 - (vi) any body corporate whose board of directors, managing director, manager is accustomed to act in accordance with the advice, directions or instructions of a director, manager or partner;
 - (vii) any person on whose advice, directions or instructions a director, manager or partner is accustomed to act:
Provided that nothing in sub-clauses (vi) and (vii) shall apply to the advice, directions or instructions given in a professional capacity;
 - (viii) any company which is

- (a) a holding, subsidiary or an associate company of such company; or
- (b) a subsidiary of a holding company to which it is also a subsidiary;

- 2.26 “Reverse Auction”** shall have the meaning given in Clause 10.12;
- 2.27 “Selected Bidder”** means the Bidder selected by OMECL pursuant to terms and conditions of the RfP through the Bidding Process and is awarded the Letter of Award after due diligence.
- 2.28 “Technical Criteria”** shall have the meaning given to it in Clause 4.1;
- 2.29 “Technically Qualified Bidder”** means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMECL as per terms and condition of the RfP and is qualified for opening of its Financial Bid;
- 2.30 “Techno-Commercial Bid”** means proposal submitted by the Bidder in accordance with Clause 6;
- 2.31 “Turnover”** means the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by a company or a LLP or a partnership firm during a financial year excluding taxes.

3. Introduction

3.1 Background

- 3.1.1 ODISHA MINERAL EXPLORATION CORPORATION LIMITED (OMECL) was incorporated on 25th October, 2016, as a wholly owned subsidiary of the Odisha Mining Corporation Ltd(OMC). Subsequently as per the directive of the Government of Odisha, the shares of the company have been transferred to Govt of Odisha in 2019 and OMECL became a wholly owned Odisha State government company with the objectives of undertaking mining activities and exploration. It has its registered office at Bhubaneswar.
- 3.1.2 The authorised capital of OMECL is INR 20 Crore and the paid up capital is INR 42.50Lakh as on 31st March, 2019-
- 3.1.3 The major minerals to be mined by OMECL are Chrome and Iron which will cater to the requirement of mineral based industries such as steel, sponge iron, pig iron, ferro-chrome, etc-
- 3.1.4 OMECL is managed by a Board of Directors consisting of Directors appointed or nominated by the Government and independent Directors. The day-to-day management of OMECL is looked after by the Chairman and the Managing Director as authorized by the Board of Directors.
- 3.1.5 The Objective of the company is to carry out sustainable mining operations of different minerals within India and to undertake scientific Mineral Exploration to prove mineralized / Ore bearing virgin area of the State of Odisha to at least G-2 Level of UNFC for facilitating auction of mineral blocks by Govt.
- 3.1.6 OMECL has decided to select and engage a Mine Operator with adequate technical and financial strength and experience in undertaking open cast mining operations, to develop and operate the Sukinda Chromite Mine and deliver Chrome Ore to OMECL in accordance with the Agreement (to be executed) and accepted Standard Industry Practices.
- 3.1.7 OMECL has decided to carry out a single stage two part competitive bidding process (the "**Bidding Process**") for the selection of a Mine Operator for Sukinda Chromite Mine. Bidders are required to submit their Bid in two parts, namely a Techno-Commercial Bid and a Financial Bid. The Techno-Commercial Bid submitted by the Bidders shall be evaluated by the Bid Evaluation Committee in accordance with the Technical Criteria and the Financial Criteria and other terms and conditions set-out in this RfP. The Bid Evaluation Committee would recommend to OMECL a list of Technically

Qualified Bidders and the Financial Bids of only such Technically Qualified Bidders shall be opened by OMECL.

- 3.1.8 The publication of this RfP, receipt of pre-bid queries, publication of any addendum/ corrigendum, as well as the submission of Techno-Commercial Bids and Financial Bids shall be conducted on the MSTC website. The details of the Bidding Process are given in Clause 5 hereof.
- 3.1.9 The Selected Bidder shall be responsible for procurement, construction, operation and maintenance of Sukinda Chromite Mine and for financing such activities in accordance with the Agreement to be entered into, between the Selected Bidder and OMECL, in the form provided by OMECL as part of the Bidding Documents pursuant hereto and in accordance with the Applicable Laws (including provisions of the Contract Labour (Regulation & Abolition) Act, 1970 and notifications issued under Section 10 thereof).
- 3.1.10 Bidders shall submit their Techno-Commercial Bid and Financial Bid in accordance to the terms set forth in this RfP as modified, altered, amended and clarified from time to time by OMECL. All Techno-Commercial Bids and Financial Bids shall be submitted on or before the Bid Due Date and as per the Schedule of Bidding Process hereof. Any Bid submitted after the Bid Due Date shall be rejected summarily.

3.2 Description of Mine

Sukinda Chromite Mine
AT/PO.Kalarangiatta,
Dist. Jajpur, Odisha
PIN. 755028

3.3 Scope of Work

- 3.3.1 Subject to and in accordance with the provisions of the Agreement, the Scope of Work of the Mine Operator shall be to observe, comply with and perform, but not limited to the following:
- (a) manage, operate and maintain the Sukinda Chromite Mine in accordance with the Agreement;
 - (b) excavate and raise chrome ore for OMECL under and in accordance with the provisions of the Agreement;
 - (c) ensure delivery of Chrome Ore at the delivery point designated by OMECL;
 - (d) transport of Sub-grade to designated yard;
 - (e) transport of Overburden to designated yard;
 - (f) receive payment from OMECL in respect of the services rendered to OMECL subject to and in accordance with the provisions of the Agreement.

3.3.2 Hiring of plant and machineries for mechanized mining involving excavation of Overburden and Chrome Ore in all kinds of soil and rock upto a depth of approximately 190 Metres from the average natural surface level by deploying HEMM, drilling and blasting wherever necessary, dewatering (by continuous pumping out of average around 8,700 Kilolitres of water per day throughout each Contractual Year except during the Monsoon Months when the pumping requirement will be around 12,000 Kiloliters of water per day), transportation of Overburden, sub-grade Chrome Ore and Chrome Ore to specified yards at Sukinda Chromite Mines described in **Schedule I** of the Model Agreement.

In accordance with the provision of the Contract Labour (Regulation and Abolition) Act, 1970 and notification(s) issued under Section 10 thereof, the following items of work shall have to be carried out by the Mine Operator by engaging its permanent employees:

- i. Overburden excavation
- ii. Drilling
- iii. Raising of Chrome Ore, and
- iv. Transportation of Overburden to dumps and ore to stacking yards.

3.3.3 If any sub-grade materials above 10% Cr₂O₃ (as recommended by IBM as threshold value or any other modification in threshold value issued by IBM from time to time) is generated during the course of mining operations during the Contract Period, it shall be excavated and transported to the stock yard specified for sub-grade.

3.3.4 The Mine Operator has to carryout water sprinkling to effectively suppress dust in the mine face, haul roads and dump yards, etc.

3.3.5 The Mine Operator has to undertake development of haul road and approach road, stack yard, processing yard, dumping yard, etc. and all incidental works thereto wherever necessary.

3.3.6 The Mine Operator has to ensure dewatering of the quarry by means of high capacity high-head pumps for keeping the quarry dry for all ancillary operations and loading of excavated materials in all seasons from the quarry as and when needed by observing all safety stipulation under the statute and as directed by the Mine Manager appointed by OMECL. To meet the above de-watering requirement sufficient number of pumps (diesel and electric driven) will have to be installed by the Mine Operator at its own cost so that the Mine Operator is capable of carrying out excavation, loading and transportation in accordance with the provisions of the Model Agreement.

3.3.7 The Mine Operator shall provide and maintain illumination of the mine, haul road, OB dump yard (except Ore stockyard) as per the standard of illumination

specified in applicable DGMS circulars or as per the direction of the Mine Manager.

- 3.3.8 OMECL shall have the right to make any alteration, modification/additions in the original specification and/ or Scope of Work during execution of the Scope of Work and the Mine Operator shall be bound to implement the same in accordance with such instructions issued by OMECL. Such alterations shall not invalidate the Agreement. However, the rates and relevant terms for such alterations shall be determined by OMECL which shall be final and binding on the Mine Operator.

4. Qualification Requirements

A bidder shall have to satisfactorily fulfill the following qualification requirements:

4.1 Technical Criteria

- 4.1.1 The Bidder shall have successfully executed similar works (as given in Scope of Work provided in Article 3 of the Model Agreement) for a minimum amount of INR 35.18 Crore excluding taxes in case of a single work or INR 58.63 Crore excluding taxes in case of 2(two) works in any one of the immediately preceding 10 (ten) financial years excluding the year of floating of this RfP. **In case the Bidder does not have experience of dewatering of open cast mines, the Bidder can also participate in the current Bidding process, provided the Bidder fulfils the above criteria.**
- 4.1.2 Bidders having similar experience (as given in Scope of Work provided in Article 3 of the Model Agreement) in coal / lignite or any other minerals (excluding minor minerals as per Mines and Minerals (Development and Regulation) Act, 1957 and its subsequent amendments) are also eligible to participate.
- 4.1.3 The Bidder shall submit an undertaking that it will carry out the said items of work only by its permanent employees and not by engaging any employees through sub-contractor/ contract labour.
- 4.1.4 The Bidder whose contract / agreement with OMECL had been terminated within preceding 3 (three) years from the date of this RfP will not be eligible to take part in the Bidding Process. For the avoidance of doubt, it is clarified that the above ineligibility shall not affect and disentitle a Bidder from submitting the Bid if the termination of the contract/agreement with OMECL is not attributable to the said Bidder.
- 4.1.5 The Bidder should not have been declared ineligible or incompetent from participating in any tender by any competent court of law or any government authority or government company **as on the date of submission of Bid**. The Bidder shall submit an Affidavit to this effect as set forth in Clause 6.3.1 in the format specified in **Annexure 6** of this RfP.
- 4.1.6 **The Bidder should not be a contiguous lessee.**
- 4.1.7 The Bidder can be either a registered partnership firm or a Company (Private or Public) or a Limited Liability Partnership (“**LLP**”) firm.
- 4.1.8 Bidding in the form of Consortium is not allowed.

4.1.9 The Bidder should have its own valid EPF Code number, GST registration number.

4.1.10 If the Bidder is a registered partnership firm, then the Bidder must abide by the stipulations as mentioned below:

- The Bidder must be a registered partnership firm under the provisions of Indian Partnership Act, 1932. The date of registration of the partnership firm under the provisions of Indian Partnership Act, 1932, which is the date of entry of the statement recorded in the Register of Firms, shall be deemed to be date of incorporation of such Bidder.
- The Deed of Partnership must be registered under the Indian Registration Act, 1908 or any other applicable State registration laws.
- The Bidder must be in existence and in operation for at least Four (4) years prior to the date of issuance of this RfP.
- The Bidder must have experience on its own as a partnership firm as required in the RfP. Experience of individual partners will not be considered as experience of the partnership firm.
- The Bidder must have a valid EPF Code and GST Registration of its own and not in favour of any individual partner.
- All conditions of eligibility criteria as stipulated in the RfP should be of the partnership firm and not of the individual partners.

4.1.11 In case the Bidder is a joint venture company, all the eligibility criteria have to be fulfilled by the Bidder i.e. the concerned joint venture company. Experience and qualification of constituent companies/ entities of the joint venture company shall not be considered.

4.1.12 If the Bidder is a company or a corporation, it shall be incorporated under the Companies Act, 1913, Companies Act, 1956 or Companies Act, 2013 or established by virtue of a statute. If the bidder is a LLP firm, it shall be formed under Limited Liability Partnership Act 2008.

4.1.13 The date as indicated in the Certificate of Incorporation shall be treated as the date of incorporation of the Company/ LLP. The Company /LLP shall be in existence and in operation for at least four (4) years prior to the date of issuance of this RfP.

4.1.14 The eligibility criteria of the Company/ LLP is liable to be evaluated on the basis of experience and eligibility criteria of the Company/ LLP itself.

4.1.15 The experience and the eligibility criteria of the Managing Director or any other Director in case of a Company, and Partner in case of a LLP in their name and

identity shall not be reckoned as the experience and eligibility criteria of the Company /LLP.

4.1.16 The Company/ LLP shall have a valid EPF Code, GST registration number of its own and not in favour of any Director including Managing Director or other principal officers in case of a Company, and Partners in case of a LLP.

4.1.17 The Company/ LLP participating as a Bidder shall submit Certificate of Incorporation as well as Memorandum of Association and Articles of Association of the Company, or Deed of Partnership of LLP firm, as applicable, along with the Bidding Documents besides authenticated copies of documents in support of meeting the experience and eligibility criteria.

4.2 Financial Criteria

4.2.1 The average annual Turnover of the Bidder in the last 3 (three) financial years (i.e. financial years 2016-2017, 2017-2018 and 2018-2019) should be at least INR 35.18 Crore.

4.2.2 The average Net Worth of the Bidder during the last 3 (three) financial years (i.e. financial years 2016-2017, 2017-2018 and 2018-2019) should be at least INR 23.56 Crore. Additionally, the Net Worth of the Bidder shall not be negative in any of the 3 (three) preceding financial years (i.e. financial years 2016-2017, 2017-2018 and 2018-2019).

4.2.3 The Bidder should submit a solvency certificate in original issued by any Nationalised / Scheduled Commercial Bank for a value not less than INR 11.73 Crore. The certificate should not be dated earlier than three months from the Bid Due Date.

5. Description of the Bidding Process

5.1 Publication of RfP document

The RfP document as well as the executive summary shall be freely available on the MSTC website as well as website of OMECL.

5.2 Payment of Bid Document Cost

Bidders are first required to register on the MSTC website. The details of the registration process as well as the process for payment of Bid Document Cost along with GST, as well as the process for the e-submission of the Techno-Commercial Bid and the Financial Bid as well as the details for of the Reverse Auction process are provided in Clause 10 hereof.

5.3 Site Visit

5.3.1 Bidders who have registered with MSTC, on submitting the proof of such registration may visit the mine and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids and entering into the Agreement.

5.3.2 The Bidder shall assess and satisfy itself as to the adequacy of the local conditions such as approach roads to the site, feasibility of transporting materials from the mine pit to the specified stock yard, adequacy of existing culverts/bridges/roads for bringing its equipment and machinery to the site, water and power supply conditions, accommodation facilities as may be required, river regime, river water levels, other details of river, major drains, nallahs and their water levels in normal rainy season, climatic conditions, local terrain, availability of manpower, construction materials, details of taxes, royalties, duties and levies as applicable and any other information required including the plans, drawings and permissions of competent authorities for operating the mines in question.

5.3.3 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMECL will only facilitate their visit.

5.3.4 The tentative date of the site visit is provided in the Schedule of Bidding Process hereof. Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit.

5.3.5 A maximum of 4 (four) representatives from each Bidder shall be allowed to participate in the site visit. The representatives of the Bidder should carry a copy of the registration with MSTC.

5.4 Pre-Bid Meeting

5.4.1 A Pre-Bid meeting would be held to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The Pre-Bid meeting shall be held as per the schedule set forth in the Schedule of Bidding Process.

5.4.2 Bidders may raise their queries and suggestions during the Pre-Bid meeting. Bidders are requested to send their queries at least 2 (two) working days before the Pre-Bid meeting so as to give OMECL sufficient time to prepare responses to such queries for the Pre-Bid meeting. However, OMECL may in its sole discretion respond to such queries submitted by any bidder or amend the RfP as required, but is under no obligation to do so.

5.4.3 Attendance of the Bidders at the Pre-Bid meeting is not mandatory.

5.4.4 Bidders who have registered with MSTC, on submitting the proof of such registration, attend the Pre-Bid meeting; a maximum of 4 (four) representatives from each Bidder shall be allowed to attend the Pre-Bid meeting.

5.4.5 Bidders who are interested to attend the Pre-Bid meeting shall inform the Nodal Officer at least 2 (two) calendar days before the date of the Pre-Bid meeting, along with the number of representatives who would be attending the pre-bid meeting. This is required to ensure that OMECL can make adequate arrangement for hosting the Pre-Bid meeting, depending upon the total number of attendees.

5.4.6 After the Pre-Bid meeting, MSTC shall conduct a demonstration on the e-tendering submission process to be followed for this Bid. The schedule for the same is given in the Schedule of Bidding Process hereof.

5.5 Clarifications on the Bidding Documents

5.5.1 Bidders may send their queries on the Bidding Documents or the Bidding Process before the date mentioned in the Schedule of Bidding Process. The queries may only be submitted through e-mail at the address mentioned in the Data Sheet.

5.5.2 The responses to the queries as well as the minutes of the Pre-Bid meeting shall be published on the MSTC website and the websites of OMECL which shall be freely available for download. The source of the query or suggestion shall not be revealed. OMECL shall endeavour to respond to the questions

raised or clarifications sought by the Bidders. However, OMECL reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this clause shall be taken or read as compelling or requiring OMECL to respond to any query or to provide any clarification.

5.5.3 OMECL may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders.

5.5.4 Bidders are advised to regularly check the MSTC website as well as the website of OMECL regarding the posting of clarifications, if any.

5.5.5 The last date for receipt of queries is indicated in the Schedule of Bidding Process. Queries received after this date shall not be considered. For the avoidance of doubt, it is clarified that the queries received after last date for receipt of queries as set forth in the Schedule of the Bidding Process shall not be considered.

5.6 Issuance of Corrigendum/ Addendum and Amendment of the Bidding Documents

5.6.1 At any time prior to the Bid Due Date, OMECL may on its own or in response to a clarification requested by a Bidder if found to be appropriate by OMECL, amend the provisions of RfP Documents by issuing corrigendum(a)/ addendum(a) to the RfP document which shall be freely available for download on the website of OMECL as well as MSTC. The corrigendum(a)/ addendum(a) will be binding on the Bidders and it will be assumed that the corrigendum(a)/ addendum(a) so adopted originally formed a part of the Bidding Documents. The Bidders are also advised to regularly check the website of OMECL regarding posting of corrigendum(a)/ addendum(a), if any.

5.6.2 Any corrigendum(a)/ addendum(a) issued by OMECL subsequent to the issuance of RfP will also be considered an integral part of the Bidding Documents and any reference to the RfP in the Agreement shall include such corrigendum(a)/ addendum(a) also.

5.6.3 No verbal clarifications and information provided by OMECL or its employee(s) or its representative(s) or its consultant(s) shall in any way be binding on OMECL unless subsequently confirmed through the issuance of corrigendum(a)/ addendum(a) or through a written communication by OMECL, which shall also be notified through the websites of MSTC and OMECL.

5.6.4 In order to afford prospective Bidders reasonable time to take the corrigendum (a)/ addendum(a) into account, OMECL may, at its discretion, extend the Bid Due Date.

5.7 Acknowledgement by the Bidder

5.7.1 It shall be deemed that by submitting the Bid, the Bidder has:

- a. made a complete and careful examination of the Bidding Documents;
- b. received all relevant information requested from OMECL;
- c. accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of OMECL relating to any of such matters;
- d. satisfied itself about all matters including the mines in question, its operability, things and information necessary and required for submitting an informed Bid, viability of the mining operations in accordance with the Bidding Documents and performance of all of its obligations thereunder;
- e. undertaken and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMECL; and
- f. agreed to be bound by the undertakings provided by it under and in terms hereof.

5.7.2 OMECL shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RfP or the Bidding Process, including any error or mistake therein or in any information or data given by OMECL.

5.8 Language of the Bid

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

5.9 Bid to be Submitted by Bidders

The Bid shall comprise of the Techno-Commercial Bid and the Financial Bid, the contents of which are detailed in Clause 6 and Clause 7 of this RfP.

5.10 Signing of Bid

Both the Techno-Commercial Bid and the Financial Bid shall be digitally signed using Class-III digital signature as set forth in Clause 10.13 by the **authorized signatory** of the Bidder.

5.10.1 The authorized signatory shall represent the Bidder in all matters pertaining to its Bid. The authorized signatory should hold a valid Power of Attorney duly authorizing such authorized signatory to perform all tasks including but not limited to signature and submission of the Bid, to participate in all stages of the Bidding Process, to conduct correspondence for and on behalf of the Bidder, and to execute the Agreement on behalf of the Bidder and any other documents required to give effect to the outcome of the Bidding Process. The documents to be submitted as part of the Techno-Commercial Bid are detailed in Clause 5.11.2 of this RfP.

5.10.2 In this regard, it is to be noted that the person executing the Power of Attorney on behalf of the Bidder in favour of its authorized signatory, should have authorization through a Board resolution for signing Power of Attorney.

5.11 Submission of Bids

5.11.1 Bidders shall submit their Techno-Commercial Bid and Financial Bid on the website of MSTC using their individual User ID and Password within the Bid Due Date given in the Schedule of Bidding Process hereof or within the extended date, if any. Late Bids shall not be accepted by the MSTC.

5.11.2 The Bidders shall upload on the website of MSTC as well as physically submit to OMECL the following supporting documents in original, relating to their Techno-Commercial Bid:

- (i) Hard copy of cover letter in the form specified in **Annexure 1** of this RfP. The covering letter shall be signed and dated by the authorized signatory of the Bidder
- (ii) Bid Security (as per the format set forth in **Annexure 5** of this RfP if Bid Security is submitted in the form of a BG). In case of DD/ Pay Order scanned copy to be uploaded online and original DD/ Pay Order to be submitted physically.
- (iii) Details of payment of Bid Document Cost as mentioned in Clause 10.5 hereof including UTR Number, date, Bank details, etc. in support of payment towards Bid Document Cost;
- (iv) Power of Attorney as per the format set forth in **Annexure 4** of this RfP. It shall be accompanied by a copy of a Board Resolution of the Bidder (in case the Bidder is a company / LLP), affixed with common seal of company, authorizing the person who issues the Power of Attorney in favor of the authorized signatory of the Bidder.
- (v) Duly filled format for qualifying on the technical criteria in the form specified at **Annexure 2** of this RfP along with supporting documents as mentioned below:

- (a) **For MDOs and Contract Miners** – Copy of (a) work order, (b) contract awarded (commercial information can be camouflaged), (c) completion certificate issued by the lessee of the mine mentioning the quantum of ore, OB removed, and value of the contract executed.
 - (b) **For Mine Owner (Except contiguous lessee)** – Copy of (a) all statutory clearances, (b) Annual / quarterly returns submitted to IBM / Coal Controller/ DGMS, certificate from statutory auditor certifying the quantum of over burden removed, ore/coal/lignite mined during the period under consideration, dewatering experience and the value of minerals/coal/lignite mined by the owner.
- (vi) Duly filled format for qualifying on the financial criteria as provided in the **Annexure 3** of this RfP along with the following documentary evidences :
- (a) Annual Turnover of the Bidder for last 3 (three) financial years (i.e. financial years 2016-2017, 2017-2018 and 2018-2019) certified by auditor who have audited the books of account.
 - (b) Net Worth statement of the Bidder for last 3 financial years (i.e. financial years 2016-2017, 2017-2018 and 2018-2019) certified by auditor who have audited the books of account.
 - (c) Solvency certificate in original as set out in Clause 4.2.3 hereof, issued by any Nationalised / Scheduled Commercial Bank.
- (vii) Affidavit as per the format set forth in **Annexure 6** of this RfP
 - (viii) Certificate of total compliance as per the format set forth in **Annexure 7** of this RfP
 - (ix) Duly filled with check list of the documents as per the format set forth in **Annexure 8** of this RfP
 - (x) Copy of EPF registration document showing EPF code number of the Bidder
 - (xi) Copy of GST registration certificate of the Bidder
 - (xii) Copy of PAN, copy of TAN of the Bidder
 - (xiii) Certificate of incorporation in case the Bidder is a Company/ LLP
 - (xiv) Copy of Memorandum and Articles of Association in case the Bidder is a company
 - (xv) In case the Bidder is a partnership firm, Registration Certificate of the partnership firm under the provision of the Indian Partnership Act 1932
 - (xvi) In case the Bidder is a partnership firm/ LLP, copy of the registered Deed of Partnership of the firm

- (xvii) Complete set of the Bidding Documents along with clarification agenda/corrigenda, if any, duly filled in and signed by authorized signatory the Bidder on each page
- (xviii) The Bidder should submit the copy of income tax return submitted to the Income Tax Authority for the last 3 (three) Assessment years (i.e. assessment years 2016-17, 2017-18 and 2018-19)
- (xix) The Bidder should submit the copy of audited statement of Profit and Loss and Balance Sheet for the preceding 3 (three) financial years in which the Bid is submitted i.e. financial years 2016-2017, 2017-2018 and 2018-2019. In case of non-availability of audited balance sheet of the last financial year, the Bidder shall submit the provisional copy of the same certified by their auditors.
- (xx) Organizational chart giving details of field management at site, which the Bidder proposes to have for this job and total number of statutorily qualified person to be deployed by the Bidder.
- (xxi) List of major equipment to be deployed by the Bidder as mentioned in **Schedule III** of the Agreement.
- (xxii) The Bidder should submit undertaking in respect of Clauses 4.1.3, 4.1.4, 4.1.5 and 4.1.7 of the RfP.

5.11.3 The hard copy of the original documents as set out in Clause 5.11.2 of this RfP are to be submitted physically in a sealed envelope bearing the caption “**Hard Copy of Documents related to Selection of Mine Operator for Sukinda Chromite Mine**”. The documents shall be submitted at the office of OMECL (address provided in the Data Sheet) on or before the Bid Due Date. Apart from submitting hard copy of these documents, scanned copy of these documents will also be uploaded on the website of MSTC along with the submission of Techno Commercial Bid. All the pages of the documents submitted / uploaded should be duly signed by the authorized signatory of the Bidder.

5.11.4 The name of the Bidder as well as the communication address, mobile number and email of authorized signatory of the Bidder shall be typed on the envelope as set out in Clause 5.11.3.

5.11.5 The details and last date for physical submission of the original documents is given in the Schedule of Bidding Process hereof or by a date extended, if any.

5.12 Extension of Bid Due Date

OMECL may, at its discretion, extend the Bid Due Date by amending this RfP.

5.13 Modification and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after submission, by withdrawing or modifying its Bid on the website MSTC, before the Bid Due Date, the procedure of which is given in Clause 10.10 hereof.

5.14 Bid Validity Period

The Bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date (“**Bid Validity Period**”). Any Bid with a shorter validity period shall be rejected by OMECL summarily. Under exceptional circumstances, OMECL may in writing request the Bidders to extend the Bid Validity Period of their Bids. Along with the extension of the Bid Validity Period, the Bidder shall also extend the Bid Security by an equivalent period of time, failing which the Bid of the Bidder shall become invalid. A Bidder may refuse the request without forfeiting its Bid Security and the Bid Security will be returned to the Bidder. However, such Bids will not be evaluated/considered any further.

5.15 Bid Preparation Cost

The Bidder shall be solely responsible and shall bear all of the costs associated with the preparation of its Bid and its participation in the Bidding Process. OMECL shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

5.16 Opening of Techno-Commercial Bid

5.16.1 OMECL shall open all the Techno-Commercial Bids as per the Schedule of Bidding Process. In case such date is declared a holiday for OMECL, the Bids shall be opened at the appointed time on the next working day.

5.16.2 In case the original documents relating to the Techno-Commercial Bids are not received by OMECL within the date and time as indicated in the Schedule of Bidding Process hereof, the same shall be rejected as being non-responsive and shall be returned unopened. The Financial Bid of such non-responsive Techno-Commercial Bid shall not be opened as mentioned in Clause 7.3 hereof.

5.16.3 The Techno-Commercial Bids received shall be opened on the website of MSTC as per the Schedule of Bidding Process.

5.16.4 The opening of the original documents related to the Techno-Commercial Bids shall be as per the Schedule of Bidding Process, in front of the authorized signatories/ representatives of Bidders, who choose to attend.

5.17 Evaluation of Techno-Commercial Bids

5.17.1 The Techno-Commercial Bids received shall be evaluated by the Bid Evaluation Committee of OMECL. OMECL may also involve its advisors and consultants to assist in the evaluation process.

- 5.17.2 The Techno-Commercial Bids shall be first evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is responsive to the Bidding Documents. For the purposes of determination of this, a responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the Bidding Documents without material deviations as set forth in Clause 5.22 and without objections, conditionality or reservations.
- 5.17.3 A Techno-Commercial Bid which is not responsive, may be rejected by OMECL, and may not subsequently be made responsive by the Bidder by correction of the non- responsiveness.
- 5.17.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the Qualification Requirements as specified in Clause 4 of this RfP.
- 5.17.5 During the evaluation of the Techno-Commercial Bids, the Bid Evaluation Committee/ OMECL may, at its discretion, ask the Bidders for clarification on their Techno-Commercial Bids including providing legible copies of the documentary evidence submitted for the purpose of meeting Qualification Requirements specified in Clause 5.11.2 hereof. The request for clarification and the response shall be in writing only. However; no change in the substance of the Techno-Commercial Bids including substitution of reference mines for meeting the Qualification Requirements shall be allowed.
- 5.17.6 The Techno-Commercial Bids which meet the Qualification Requirements as set out in Clause 4 shall be recommended by the Bid Evaluation Committee as being qualified and list of such Technically Qualified Bidders shall be notified/ announced for opening of their Financial Bids as set out in Clause 7.3 of this RfP. For Bidders whose Techno-Commercial Bids do not meet the Qualification Requirements as set out in Clause 4, the Bid Security shall be returned within 15 (fifteen) days of announcement of the list of the Technically Qualified Bidders.

5.18 Opening and Evaluation of Financial Bid

- 5.18.1 The Financial Bids of the Technically Qualified Bidders shall be opened by the Bid Evaluation Committee. The date, venue and other details related to the opening of Financial Bids shall be communicated by MSTC to the Technically Qualified Bidders.

5.18.2 The process to be followed for the ranking of Financial Bids and modalities for participation in the Reverse Auction are given in Clause 7.3 and Clause 7.4 hereof.

5.19 Issue of Letter of Intent and Letter of Award

5.19.1 OMECL shall determine the Preferred Bidder through the Reverse Auction in accordance to the process outlined in Clause 7.4 and Clause 10.12 hereof.

5.19.2 The Preferred Bidder shall be required to obtain labour license as per Applicable Laws from the concerned statutory authority at the earliest within 30 days of issue of the Letter of Intent, failing which OMECL shall become entitled to cancel the LOI in its discretion and call the L2 Bidder.

5.19.3 Before issuance of the LOA or at any stage thereafter, OMECL reserves the right to conduct a due diligence on the Preferred Bidder at its own costs including right to visit the mines owned/ operated by the Preferred Bidder and whose experience it had claimed for meeting the Technical Criteria.

5.19.4 OMECL may also involve its consultants and advisors in conducting the due diligence and the Preferred Bidder shall cooperate with OMECL in the above exercise. The LOI/ LOA may not be issued to the Preferred Bidder if any claim is found to be misleading or untrue in any respect.

5.19.5 Upon satisfaction with the due diligence on the Preferred Bidder and obtaining copy of labour license, OMECL shall issue the LOA to the Preferred Bidder confirming that the Bidder is the Selected Bidder and requesting it to sign the Agreement.

5.19.6 The total excavation and production quantity shall not exceed the target quantity for the corresponding Contractual Year, as mentioned in Clause 4.2 of the Agreement. However, OMECL may ask the Mine Operator to undertake higher excavation and production if statutory permission is obtained for such enhanced quantity, which is higher than the target quantity mentioned in Clause 4.2 of the Agreement. Any enhancement in the total excavation and production quantity beyond the target quantity during any Contractual Year shall be allowed up to 50% of the target quantity and only after obtaining statutory permission for the enhanced quantity and the written approval of HO of OMECL in this regard.

5.19.7 The rate payable by OMECL for excavation and production of chrome ore and OB (and including all other activities in the scope of work of the Mine Operator, as given in Article 3 of the Agreement) beyond 100% and up to 150% of the target quantity, shall be the Agreed Rate for Enhanced Quantity. As mentioned

in Clause 7.4, the Agreed Rate for Enhanced Quantity shall be less than the Awarded Rate and shall be determined based on negotiations to be held between OMECL and the Preferred Bidder before issue of the Letter of Intent by OMECL.

5.19.8 The Agreement shall come into force from the date mentioned in the Agreement and shall constitute valid and binding obligations enforceable against either OMECL or the Selected Bidder in accordance with and subject to its terms and conditions.

5.20 Signing of Agreement

5.20.1 The Selected Bidder shall furnish Initial Security Deposit (“**ISD**”) in the form of DD/Pay Order/ Bank Guarantee (BG) from a Nationalized/Scheduled Commercial bank (in case the Bidder is furnishing the ISD in the form of BG, BG is to be provided as per the format provided in the Agreement), within 30 days from the date of issue of the LOA.

5.20.2 The Bid Security submitted in the form of BG of the Selected Bidder shall be returned to the Selected Bidder after it has furnished the ISD. In case the Selected Bidder has provided the Bid Security in the form of DD/Pay Order, the differential ISD after adjustment of Bid Security shall be furnished by the Bidder in the form of DD/Pay Order.

5.20.3 On receiving the ISD from the Selected Bidder, OMECL shall send the Agreement (the Model Agreement is attached in **Annexure 9** hereof), incorporating all the corrigendum(a)/ addendum(a) issued from time to time by OMECL, along with all the supporting documents and annexures to the Selected Bidder.

5.20.4 Within 15 (fifteen) days from the date of receipt of valid ISD by OMECL, the Agreement along with all the supporting documents and annexures shall be signed and dated by the Selected Bidder in presence of the Nodal Officer of OMECL and shall be made over to OMECL.

5.21 Right to Annul Bidding Process

OMECL reserves the right to annul the Bidding Process at any point in time and without providing any explanation to the Bidders.

5.22 Material Deviation

5.22.1 Material deviations in the Bids received shall include, *inter alia*, the following:

- i) The Techno-Commercial Bid or any accompanying document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this RfP.

- ii) Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this RfP as per Clause 5.11.2.
- iii) It does not contain all the information (complete in all respects) as requested in this RfP and/or Bidding Documents (in accordance with the formats provided in this RfP);
- iv) The Techno-Commercial Bid is not accompanied by physical submission of the supporting documents as set out in Clause 5.11.2.
- v) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- vi) The Financial Bid with Initial Price Offer is above the Ceiling Price.
- vii) The Techno-Commercial Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- viii) The Techno-Commercial Bid or Financial Bid submitted by the Bidder is not valid for the minimum validity period of 180 (one hundred and eighty) days from the Bid Due Date or from the extended date, if any.
- ix) It is otherwise materially in deviation of the terms and conditions of the Bidding Documents.

5.22.2 OMECL may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMECL may request that the Bidder submit information or documentation, within a reasonable period of time, to rectify non-material nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such non-conformities shall not be related to any aspect of the Financial Bid. Failure of the Bidder to comply with the request of OMECL may result in the rejection of its Bid. OMECL, however, is not bound to waive such non-conformity under this Clause 5.22.2.

6. Contents of Techno-Commercial Bid

6.1 Bid Security

- 6.1.1 Bidders as part of their Techno-Commercial Bid shall submit a Bid Security of the amount as indicated in the Data Sheet hereof. The Bid Security shall be in the form of DD/Pay Order in favour of ODISHA MINERAL EXPLORATION CORPORATION LIMITED, Bhubaneswar payable at Bhubaneswar from any Nationalised / Scheduled Commercial Banks. If Bid Security amount is more than INR 1.00 Crore, the Bidder shall have the option to submit the same in the form of an irrevocable Bank Guarantee as per the format prescribed in **Annexure 5** of this RfP, from any Nationalized/ Scheduled bank invocable at their branch in Bhubaneswar i.e. any invocation can be carried out by OMECL at the bank's branches in Bhubaneswar.
- 6.1.2 In case of Technically Qualified Bidders who are not the Selected Bidder except L-2 Bidder, the Bid Security shall be refunded within 15 (fifteen) days after closing of reverse auction process and selection of Selected Bidder upon issue of Lol. The Bid Security of L-2 shall be refunded within 15 days of signing of the Agreement or commencement of work by the Selected Bidder whichever is earlier.
- 6.1.3 The Bid Security should be valid for a period of at least 90 (ninety) days beyond the Bid Validity Period and may be extended as may be mutually agreed between OMECL and the Bidder from time to time. For the avoidance of doubt, it is clarified that OMECL shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 6.1.4 During bid submission, the scanned copy of the Bid Security shall be uploaded by the Bidder on the website of MSTC as part of its Techno-Commercial Bid, while the original Bid Security shall be submitted as specified in Clause 5.11.2 hereof.
- 6.1.5 Any Bid not accompanied by physical submission of the original Bid Security within the time as specified in the Schedule of Bidding Process hereof shall be rejected as being non-responsive.
However if the Bidder is an entity, statutory or otherwise, which is entitled to any concession by the Central / State Government, such Bidder shall be entitled to such claims or concessions on furnishing documentary evidence thereof.
- 6.1.6 The Bid Security of Bidders whose Techno-Commercial Bids are found to be unresponsive or whose Techno-Commercial Bids do not qualify as per the Qualification Requirements as set out in Clause 4, shall be returned along with

their unopened Bid document within a period of 15 (fifteen) days from the date of announcement of the list of Technically Qualified Bidders.

6.1.7 The Bid Security of all the Bidders shall be refunded within 15 (fifteen) days from the date of annulment in case the Bidding Process is annulled by OMECL.

6.1.8 The Bid Security shall be forfeited and appropriated by OMECL as a genuine pre-estimated compensation and damages payable to OMECL for, *inter alia*, the time, cost and effort of OMECL without prejudice to any other right or remedy that may be available to OMECL hereunder, or otherwise, under the following conditions:

- (a) if the Bidder alters or modifies or revokes its Bid, partially or fully, during the Bid Validity Period or any extension granted thereof as per the terms of this RfP, except in accordance with Clause 5.14 hereof;
- (b) if any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent or in case of any material misrepresentation of facts;
- (c) if the Selected Bidder does not commence the work and/ or fails to sign the Agreement within 15 (fifteen) days from the date of receipt of valid ISD by OMECL;
- (d) if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in Clause 8.2 of this RfP document;
- (e) if a Bidder withdraws its Bid before completion of the Bidding Process during the Bid Validity Period, except in accordance with clause 5.13 hereof;
- (f) If the Bidder is otherwise in breach of the terms of this RfP.
- (g) in case the Selected Bidder, does not comply with the requirements of the Financial Bid;
- (h) in case the Techno-Commercial Bid of a Bidder contains any information on the Financial Bid of the Bidder;
- (i) if a Bidder submits a conditional or a qualified Bid;
- (j) If a Bidder submits more than one Bid.

6.2 Performance Security

6.2.1 The Mine Operator shall provide to OMECL, Performance Security in 2 (two) parts i.e. (a) Initial Security Deposit (ISD); and (b) Security Deposit (SD) for securing performance of its obligations, which will be returned after completion of each Contractual Year subject to satisfactory compliance of Applicable Laws as per terms and conditions of the Agreement.

6.2.2 The Selected Bidder, upon issuance of LoA, shall be required to deposit an ISD amount in accordance with the provisions of the Agreement equivalent to 5%

of the Annual Work Value for the Contractual Year which is highest towards ISD. The ISD will be valid for 15 (fifteen) months for each Contractual Year and the ISD shall be extended and adjusted for the next Contractual Year upon receiving the letter from OMECL to commence the subsequent Contractual Year's operation. In case ISD is submitted in the form of BG, the Selected Bidder has to extend the validity of the BG within 15 (fifteen) days from the date of receiving the letter from OMECL to commence the subsequent Contractual Year's operation.

- 6.2.3 Apart from depositing ISD, the Mine Operator shall provide Security Deposit in the form of retention money. The retention money shall be 5% (five percent) of the RA Bill which will be returnable to the Mine Operator at the end of the relevant Contractual Year.
- 6.2.4 If it is observed that the Selected Bidder has declined to take up the work at agreed rate, the Bid Security and/ or ISD deposited by the Bidder shall be forfeited. If the Bidder does not commence work after depositing ISD or fails to cope up with the progress of work as per the Scope of Work or further if it is detected that the information and documents submitted with the Bid are false, the Agreement will be cancelled unilaterally and ISD will be forfeited.
- 6.2.5 The ISD shall be kept valid by the Mine Operator for each Contractual Year till approval from OMECL to commence the subsequent Contractual Year's operation, and the ISD for the last Contractual Year shall be kept valid till 60 (sixty) days from the date of release of the SD.
- 6.2.6 After completion of last Contractual Year, SD will be released first subject to provisions of Clause 4.6.4 of the Agreement and compliance of all statutory obligations as well as terms and conditions of the Agreement. After release of SD, the ISD shall be refunded to the Mine Operator within 60 (sixty) days of the release of SD. In the event the ISD is not released within the time stipulated in this Clause 6.2.6, the ISD shall be kept valid for such further period of time as may be required by OMECL.

6.3 Affidavit

- 6.3.1 The Bidder as part of their Techno-Commercial Bid, shall submit an Affidavit as per the format given in **Annexure 6 of this RfP**.
- 6.3.2 The scanned copy of the Affidavit shall be uploaded by the Bidder on MSTC website as part of its Techno-Commercial Bid, while the original Affidavit shall be physically submitted as specified in Clause 5.11.2 & 5.11.3 hereof.

6.4 Certificate of Total Compliance

Bidders as a part of their Techno-Commercial Bid shall submit a certificate of total compliance signed by the authorized signatory of the Bidder as per the format given in **Annexure 7** hereof.

6.5 Checklist of Documents as a part of the Techno-Commercial Bid

Bidders as a part of their Techno-Commercial Bid shall submit a duly filled in Checklist of Documents being submitted, as per the format given in Annexure 8 hereof. The Bidder shall tick mark the column titled “**Submitted by Bidder**” to indicate that the related document is being submitted as part of the Techno-Commercial Bid. The Bidder shall also tick mark the column titled “**Physical Submission**” for the relevant rows. The columns titled “**Verified during Evaluation**” and “**Remarks**” shall be left blank by the Bidder.

7. Contents of Financial Bid

7.1 Submission of Financial Bid

The Financial Bid shall be submitted online through the website of MSTC.

7.2 Initial Price Offer

7.2.1 The Financial Bid shall consist of the Initial Price Offer to be quoted by Bidders.

7.2.2 The Initial Price Offer shall be in Rupees per Cum. only.

7.2.3 The Initial Price Offer shall be less than or equal to the Ceiling Price indicated in the Data Sheet hereof. The MSTC website shall not accept any Initial Price Offer above the Ceiling Price.

7.2.4 The Initial Price Offer quoted by the Bidder shall be exclusive of GST.

7.3 Opening and Ranking of Financial Bids

7.3.1 The Financial Bids of only the Technically Qualified Bidders shall be opened.

7.3.2 The Technically Qualified Bidders shall be ranked based on the ascending order of their Initial Price Offers. Based on such ranking:

(i) If the number of Technically Qualified Bidders is more than 5(five), the bidders holding the first 5 (five) ranks shall be eligible to participate in the Reverse Auction.

(ii) If the number of Technically Qualified Bidders is either 2(two) or 3(three) or 4(four) or 5(five), the Bidders holding first 3 (three) ranks as applicable shall be eligible to participate in the Reverse Auction.

(iii) In the event the total number of Technically Qualified Bidders who are eligible to participate in the Reverse Auction is less than 2(two), the Financial Bid shall not be opened and OMECL will retender the work.

7.3.3 In the event, identical Initial Price Offers are submitted by more than one Technically Qualified Bidder, all such Bidders shall be assigned the same rank for the purposes of determination of Technically Qualified Bidders eligible for Reverse Auction.

7.4 Reverse Auction

7.4.1 The lowest Initial Price Offer submitted by a Technically Qualified Bidder shall become the Applicable Ceiling Price for the Reverse Auction. During the Reverse Auction, the Technically Qualified Bidders who are eligible for participating in the Reverse Auction shall be permitted to place their Final Price Offer on the website of MSTC, provided it is lower than the Applicable Ceiling Price by at least the minimum decrement amount of INR 0.50 or multiples thereof. The Technically Qualified Bidder who submits the **lowest Final Price Offer** (which shall become the Awarded Rate) at the conclusion of Reverse Auction process shall be the Preferred Bidder and after issue of LOA it shall be the Selected Bidder.

7.4.2 In case, during Reverse Auction process, no Bidder places any Final Price Offer then the Initial Price Offer shall become the Final Price Offer and the Technically Qualified Bidder who has submitted the lowest Initial Price Offer (which shall become the Awarded Rate) shall be the Preferred Bidder and after issue of LOA it shall be the Selected Bidder.

7.4.3 The Preferred Bidder shall be called by OMECL to negotiate on the “**Agreed Rate for Enhanced Quantity**”, which shall be the rate payable by OMECL for excavation and production of chrome and OB (and including all other activities in the scope of work of the Mine Operator, as given in Article 3 of the Model Agreement) beyond 100% and up to 150% of the target quantity. The Agreed Rate for Enhanced Quantity shall be less than the Awarded Rate and shall be determined based on the above mentioned negotiations. The negotiations shall be held before issue of the Letter of Intent by OMECL and shall be held at the OMECL Head Office in Bhubaneswar and the Preferred Bidder shall bear all costs related to attending such negotiation meeting(s).

7.5 Financial Bid to be quoted by Bidders

7.5.1 The Financial Bid (whether the Initial Price Offer or the Final Price Offer submitted during the Reverse Auction by the Technically Qualified Bidders) to be quoted by Bidders, shall be the rate per Cum for excavation and transportation of Chrome Ore , subgrade and OB.

7.5.2 In case of change in strategic location as mentioned in the **Schedule-I** of the Model Agreement, the revised Awarded Rate and the revised Agreed Rate for Enhanced Quantity will be determined on the basis of formulae mentioned in Clause 4.2.2 of the Model Agreement.

8. Additional Information to Bidders

8.1 Transfer of Bidding Documents

The Bidding Documents are not transferable and can be used for submitting Bids by the prospective Bidder who has registered on the MSTC website.

8.2 Corrupt or Fraudulent Practices

8.2.1 Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, OMECL may reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging in the Bidding Process.

8.2.2 Without prejudice to the rights of OMECL under Clause 8.2.1 herein above, if a Bidder is found by OMECL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice or collusive bidding or bid rigging during the Bidding Process, such a Bidder shall not be eligible to participate in any tender or RfP issued by OMECL during a period of 2 (two) years from the date such Bidder is found by OMECL to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice, as the case may be. OMECL shall also take remedial measures against such Bidder available to it under the provisions of the Competition Act, 2002 in case of collusive bidding or bid rigging.

8.2.3 For the purposes of this Clause 8.2, the following terms shall have the meaning hereinafter respectively assigned to the

- a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of OMECL who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the Letter of Award or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of OMECL, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the

Bidding Process or after the issue of the Letter of Award or after the signing of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Letter of Award or the Agreement, who at any time has been or is a legal, financial or technical adviser of OMECL in relation to any matter concerning the Project;

- b) **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- c) **“coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
- d) **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by OMECL with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest;
- e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process; and
- f) **“collusive bidding”** or **“bid rigging”** means any agreement, between enterprises or persons engaged in identical or similar production or trading of goods or provision of services, which has the effect of eliminating or reducing competition for bids or adversely affecting or manipulating the process for bidding

8.3 Pages to be Initialed

All the pages of all the sections of the Bid Documents along with annexed documents shall be signed/initialed with date by the authorized signatory of the Bidder at the lower left hand corner of each page.

8.4 Notice and Communication

- 8.4.1 Bidders are required to state their correct and complete postal address with PIN code in the Bidding Document and shall indicate their e-mail and/ or website. All notices and communications to any Bidder by the OMECL or vice versa shall be deemed to have been served if delivered under proper acknowledgement or posted at the address given by the Bidder by registered post with acknowledgement due, or speed post or through e-mail if the Bidder has furnished an e-mail address. Notices and communications sent by registered post with acknowledgement due or speed post shall be deemed to have been served after a lapse of clear 7(seven) days from date of posting or as it may emerge from the tracking report available on the website of India Post.

8.4.2 All notices and communications addressed by the OMECL to the Bidder or by the Bidder to the OMECL concerning the work to be executed under the Agreement shall be in writing.

8.5 Confidentiality

OMECL and the Bidder shall retain in confidence the contents of this RfP and any information obtained as a result of negotiation and performance of this RfP which either party discloses to the other as being proprietary or confidential in nature, except that OMECL or the Bidder may disclose such information to their respective professional advisors/consultants and to the lender or proposed lender and such person agrees to maintain the confidentiality of the RfP. It is understood, however, that such information may also be disclosed when required by a court, the Government, the Parliament, any Government Agency or any other statutory authority that may rightfully demand the same.

The provisions of the preceding paragraph shall not apply to:

- (a) any information in the public domain otherwise than by breach of this RfP
- (b) information in the possession of the receiving party thereof, before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality ; and
- (c) information obtained from a third party who is free to divulge the same, which is not obtained under any obligation of confidentiality.

Any contravention of the provisions of this clause will tantamount to breach of this RfP leading to termination of the contract.

8.6 Proprietary Data and Resources

8.6.1 All documents and other information supplied by OMECL or submitted by a Bidder to OMECL shall remain or become the property of OMECL. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bids.

8.6.2 During the contract period, the Mine Operator will not, without the prior written consent of OMECL, either directly or indirectly, on its own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by OMECL.

9 Right to Reject Tender

- 9.1** OMECL reserves the right to accept, negotiate or reject any Bid and to cancel the Bidding Process and reject all Bids, at any time prior to the issuance of Letter of Award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the OMECL's action.
- 9.2** OMECL reserves the right to reject any Bid if:
- (a) at any time, a material misrepresentation is made or discovered, or
 - (b) the Bidder does not provide, within the time specified by OMECL, the supplemental information sought by OMECL for evaluation of the Bid/tender, or
 - (c) the Bid/tender is conditional or qualified.
- 9.3** If such disqualification/ rejection occurs after the Bids have been opened and the Preferred/Selected Bidder gets disqualified/ rejected, then OMECL reserves the right to take appropriate measures against the Preferred/Selected Bidder and the annulment of the Bid.
- 9.4** In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the Qualification Requirements as set out in Clause 4 have not been met by the Selected Bidder, or that the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Selected Bidder shall be disqualified forthwith if not yet appointed as the Mine Operator, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall be liable to be terminated by a communication in writing by OMECL to the Selected Bidder/ Mine Operator, without OMECL being liable in any manner whatsoever to such Selected Bidder and without prejudice to any other right or remedy which OMECL may have under this RfP, the Bidding Documents, the Agreement or under the Applicable Laws.
- 9.5** In case it is observed that the documents/information submitted by the Bidder are not correct and do not conform to the instructions, it will be sufficient cause for rejection of its Bid and OMECL may also forfeit the Bid Security.
- 9.6** OMECL reserves the right to reject any or all the Bids received without assigning any reason therefor and the Bidder shall not be entitled to any costs, charges or expenses incidental to or connected with preparation and submission of its Bid.

- 9.7** Bids otherwise than on the prescribed lines, form, and pattern described and instructions given herein are liable to be rejected.
- 9.8** Canvassing in connection with Bids and /or Bids containing uncalled for remarks are liable to be rejected.
- 9.9** Bids with any modification (s) and /or special condition (s) of the Bidder is liable to be rejected summarily.
- 9.10** Corrections and /or alterations in the Bid are liable to be rejected, unless all such corrections and alterations are duly signed and attested by the Bidder.
- 9.11** Any other statutory or legal disqualification or any condition provided herein prohibiting a Bidder to compete for the Bid shall be binding.
- 9.12** OMECL, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information
 - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information
 - (d) retain any information and/ or evidence submitted to OMECL by, on behalf of, and/ or in relation to any Bidder; and/ or
 - (e) independently or otherwise verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder

10 Instructions on E-tendering and Reverse Auction on MSTC Website

10.1 Synopsis

10.1.1 The selection of Mine Operator for Sukinda Chromite Mine shall be through e-tendering followed by Reverse Auction. The entire process shall be held on the website of MSTC (www.mstcecommerce.com/eprochome/mdo/buyer_login.jsp). The Executive Summary of the RfP is freely available on the website.

10.1.2 Bidders are requested to read these instructions and terms and conditions before submitting their Bids.

10.2 Contact Persons from MSTC

Sr. No.	Name of Contact Person	e-Mail ID	Land Line No.	Mobile No.
1.	Mahesh Ramavath	rmahesh@mstcindia.co.in	0674-2571699	8801281004
2.	Deepak Khalkho	dkhalkho@mstcindia.co.in	0674-2571699	7377086311

10.3 Configuration

10.3.1 The Bidder may note that the following configurations will be required to be undertaken in their Internet Explorer browsers for smooth functioning of the website and the e-auction portal.

10.3.2 The system requirements are as follows:

- i) Operating System- Windows XP Service Pack 3 or above
- ii) Web Browser- IE 7 and above
- iii) Active-X Controls Should be enabled as follows:
Tools =>Internet Options =>Security =>Custom Level =>Enable all Active-X Controls =>Disable "Use Pop-up Blocker"
- iv) Java (JRE7 and above)

10.3.3 To disable "Protected Mode" for DSC to appear in the signer box following settings may be applied:

- i) Tools => Internet Options =>Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".
- ii) Other Settings:

Tools => Internet Options => General => Click On Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”

10.4 Registration

10.4.1 All intending Bidders are required to register their firms/ companies as vendors on the website of MSTC (www.mstcecommerce.com/eprochome/mdo/buyer_login.jsp). For online registration, the Bidder is required to click on the link ‘**Register as Vendor**’ provided on the above webpage. The Bidder needs to fill up the online form with appropriate details and submit. The Bidder should note that it is required to create its own user id and password during the process of filling up this form and no separate communication will be send for user id and password. The Bidder shall itself remain responsible for maintaining the secrecy of its user id and password.

10.4.2 Upon successful submission of the online registration form, the Bidder shall receive an e-mail in its registered e-mail address confirming the registration. The Bidders shall have to pay a onetime registration fee of INR 10,000 along with **GST** at the rate of 18% **{Total INR 11,800/- (Rupees Eleven Thousand Eight Hundred only)}** in favor of MSTC Limited. The payment can be made through NEFT or e-payment to MSTC’s following bank account:

Bank Details	:	MSTC LIMITED
Account Details	:	200999896954
IFSC Code No.	:	INDB0000035

10.4.3 After remittance of the payment, the Bidder should send the details of payment like remitting bank, date of payment, UTR number, amount, name of the remitter and name of the Bidder as registered in MSTC’s website through e-mail to rmahesh@mstcindia.co.in and dkhalkho@mstcindia.co.in.

10.4.4 The Bidder can then login in the same website as mentioned above through the ‘Vendor Login’ section. The Bidder shall need a valid Digital Signature Certificate (DSC) along with user id and password to login. The DSC which shall be used during the first login shall get mapped with the user id and the same DSC shall have to be used for all subsequent logins and bidding. Hence the DSC should be in the name of the authorized signatory of the Bidder.

10.4.5 A Bidder needs to register only once with the above website. The same registration can be used for bidding in various RfPs being processed in the above website.

10.5 Bid Document Cost

10.5.1 The Bidder shall pay to OMECL a non-refundable sum of INR 1,00,000 (One Lakh) towards the “**Bid Document Cost**” along with GST @18% {Total INR 1,18,000/- (Rupees One Lakh Eighteen Thousand) only}

10.5.2 The payment towards the Bid Document Cost is to be remitted in favor of OMECL by NEFT or e-payment as per the following details:

Bank Details : ANDHRA BANK, OMC CAMPUS BRANCH, BHUBANESWAR
Account Details : 105911100001051
IFSC Code No. : ANDB0001059

10.5.3 After remittance of the payment, the Bidder should furnish the details of payment like remitting bank, date of payment, UTR number, amount, name of the remitter and name of the Bidder as registered in MSTC’s website through e-mail to sahooabhiram740@gmail.com.

10.5.4 It may be noted that Bidders can download the RfP document, attend the site visit and the pre-bid meeting. However, the Bidder shall deposit the Bid Document Cost at the time of their bid submission.

10.6 Downloading the RfP

Bidders who have registered with MSTC shall be able to download the RfP through the link ‘**Download Tender Document**’. For this the Bidder shall need to login and click on the above link.

10.7 Bid Submission

This stage will comprise of:

- i) online submission of the Techno-Commercial Bid and the Financial Bid to the extent of the Initial Price Offer; and
- ii) offline physical submission of certain original documents as mentioned in Clause 5.11.2 hereof

10.8 Online Submission of Techno-Commercial Bid and the Financial Bid

10.8.1 This stage shall be open to all Bidders who have registered with MSTC for the specific mine(s). In this process, the Bidder, after logging in to the above stated website, will have to click on the link “AUC Floor Manager”. Thereafter the Bidder has to click on Live Events and then on the e-tender number. The Bidder shall be directed to a screen where it can fill up the Techno-Commercial Bid template and save the data. The Bidder can edit such data as many times as it wishes till the final submission is made by clicking the “Final Submission” button.

10.8.2 After saving the Techno-Commercial Bid, the link / button for Initial Price Offer (button named “**Financial Bid**”) shall get activated. The Bidder, on clicking this button, shall be directed to a screen having a template where it can fill up its Initial Price Offer and save the same. The Bidder can edit such data as many times as it wishes till the final submission is made by clicking the “**Final Submission**” button.

10.8.3 The final submission of Techno-Commercial Bid and the Financial Bid consisting of the Initial Price Offer shall be digitally signed by the Bidder using the digital signature which was used at the time of registration. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.

10.8.4 The Bidder may note that the “**Final Submission**” button for both the Techno-Commercial Bid and the Financial Bid consisting of the Initial Price Offer is common and will be activated only after both the Techno-Commercial Bid and the Financial Bid consisting of the Initial Price Offer have been saved.

10.9 Uploading Documents

10.9.1 The Bidder shall also have to upload the supporting documents along with the Techno-Commercial Bid, as specified in the RfP. These supporting documents will need to be uploaded in pdf format only (the file size should be limited to 4 MB; in case of larger files, they may be split into multiple files with suitable nomenclature). Files in formats other than pdf shall not be accepted. For this, the Bidder shall first click on the link “Upload/Attach documents” and upload the files in support of its Techno-Commercial Bid.

10.9.2 After uploading these documents, the Bidder shall have to attach them with the specific mine(s) for which it is intending to submit the Techno-Commercial Bid. It may be noted by the Bidder that in case it intends to use the same supporting document for more than one mine, it does not need to upload the same document every time. The supporting document, once uploaded, can be attached with Techno-Commercial Bid for multiple mine(s), if desired.

10.9.3 The Bidder should note that only a file which is “attached” with a specific e-tender shall be considered during opening / evaluation of the Techno-Commercial Bid. Files which are not attached to any e-tender shall not be considered for evaluation.

10.9.4 The Bidder should also note that a Bid will be considered as submitted if and only if the Bidder has clicked on the “**Final Submission**” button. Only such Bids will be opened which have been finally submitted. It is further clarified that saving of Techno-Commercial Bid and the Financial Bid consisting of the Initial Price Offer without final submission will be treated as non-submission of Bid.

10.9.5 Upon successful final submission, the Bidder shall receive a bid acknowledgement from the system automatically.

10.9.6 The Bidders may note that the Techno-Commercial Bid and the Financial Bid consisting of the Initial Price Offer submitted online as above will be encrypted by the MSTC's own software before storage in the database. This will be done to protect the sanctity and confidentiality of the Bids before the actual opening of the same.

10.10 Deletion / Modification/ Withdrawal of Bid

10.10.1 If after final submission of Bid and before the Bid Due Date, a Bidder wishes to make changes in its Bid, it can do so by clicking the "Delete Bid" option. By doing so, the entire Bid submitted by the Bidder will get deleted. A system generated email will be sent to the Bidder acknowledging the deletion. The Bidder will be able to save and submit its new Bid again. If a Bidder deletes its Bid and does not submit its new Bid in the same manner as stated above, its Bid will not come up for opening or further processing.

10.10.2 If after final submission of Bid and before the Bid Due Date, a Bidder wishes to withdraw its Bid, it can do so by clicking the "**Withdraw Bid**" option. By withdrawing a Bid, a Bidder will lose the opportunity to re-submit its Bid against the same mine(s).

10.11 Offline Physical Submission of Certain Documents

10.11.1 The list of original documents to be physically submitted is provided in Clause 5.11.2 hereof.

10.11.2 As mentioned in Clause 5.11.3, the documents shall be submitted in an envelope bearing the caption "**Hard Copy of Documents related to Selection of Mine Operator for Sukinda Chromite Mine**". The name of the Bidder as well as the communication address, mobile number and email of its authorized signatory of the Bidder shall be typed on the envelope.

10.11.3 The sealed envelope shall be submitted at the OMECL office at the address given in the Data Sheet hereof, within the Bid Due Date as indicated in the Schedule of Bidding Process hereof.

10.11.4 Documents submitted elsewhere and/ or after the scheduled time as set out in the Schedule of Bidding Process hereof shall not be considered.

10.11.5 The Bidders shall also note that online submission of Techno-Commercial Bid and the Financial Bid with supporting documents and offline physical submission of certain original documents shall be allowed only up to closing time of online bid submission. Bidders in their own interest are advised to complete the entire process well in advance to avoid any last minute hiccup / technical problems. No complaints shall be entertained in this regard at any

stage. **In case there is any written communication from the Bidder, before 1 (one) hour of Bid Due Date and time, regarding difficulties in online submission of Techno-Commercial Bid in MSTC website, OMECL at its discretion, may extend the Bid Due Date and Time.**

10.12 Reverse Auction

10.12.1 After opening of the Initial Price Offer, the Bidders who shall become eligible to participate in the Reverse Auction as per conditions of the RfP shall be known as the Technically Qualified Bidders who will be intimated about their qualification for electronic auction against specific mine(s) through notification in the MSTC website within their secured login as well as a system generated email. It shall be the sole responsibility of the Bidder to regularly check the MSTC website and log in to see whether it has qualified for a certain mine or not. OMECL or MSTC will not be responsible for non-receipt of email by the Bidder and its consequences.

10.12.2 The Reverse Auction is the process of inviting binding Final Price Offer from Technically Qualified Bidders through internet for the purpose of determination of the Preferred Bidder (i.e. the Bidder who submits the lowest Final Price Offer at the conclusion of the Reverse Auction and issued LOI). During this process, the Technically Qualified Bidders shall be able to submit its Final Price Offer as many times as it wishes against the same mine. The Technically Qualified Bidders will remain anonymous to other Technically Qualified Bidders participating in the Reverse Auction process as well as to MSTC. The Technically Qualified Bidders shall be able to see the prevailing lowest Final Price Offer against the mine, but the name of the lowest Technically Qualified Bidder at any point of time will not be displayed. A Technically Qualified Bidder shall have to put its Final Price Offer below the displayed lowest bid by a decrement of at least **INR 0.50** per Cum. or multiples thereof to become the lowest Technically Qualified Bidder. The Reverse Auction process will have a scheduled start and close time which will be displayed on screen. A Technically Qualified Bidder will be able to put its Final Price Offer after the start of bid time and till the close time of the Reverse Auction. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 8 (eight) minutes before the scheduled close time of Reverse Auction, the close time of the Reverse Auction will be automatically extended by 8 (eight) minutes from the last received bid time to give equal opportunity to all other Technically Qualified Bidders. This process of auto extension will continue till there is a period of 8 (eight) minutes during which no Final Price Offer are received.

10.12.3 For example, assuming that the initial scheduled close time for a particular Reverse Auction is 1:00 pm and a Final Price Offer is received at 12:55 pm,

the scheduled close time shall be revised to 1:03 pm. Again if a Final Price Offer is received at 1:01 pm, the scheduled close time shall be revised to 1:09 pm and so on. In the event that there is no further Final Price Offer received till 1:09 pm, the electronic auction will close at 1:09 pm. The revised close time will be displayed on screen and the Technically Qualified Bidders should keep refreshing its webpage to get the latest information.

- 10.12.4 The above example is only illustrative and meant for guidance only.
- 10.12.5 During the tender process for e auction, the Bidder shall be required to sign their Bids with their respective digital signature certificate (DSC) which has been used to login. Any digital signature certificate other than the above shall not be acceptable for Bid submission by the system.
- 10.12.6 Bidders in their own interest are advised to get themselves acquainted with the Reverse Auction process of MSTC by getting their authorized signatory trained beforehand through some demo auctions, the schedule of which is given in the Schedule of Bidding Process hereof.

10.13 Digital Signature

- 10.13.1 A Bidder shall be required to possess a valid Digital Signature Certificate (DSC) of signing type to be able to submit its Bid and to participate in the Reverse Auction on MSTC's website. For this purpose, Bidders shall be required to authorize its authorized signatory to procure a class III DSC of signing type from any certifying authority or their authorized agencies in India.
- 10.13.2 Bidders may kindly note that only one User ID will be mapped with a given DSC for the authorized signatory. DSC once mapped with a particular User ID of a Bidder will normally not be changed and therefore, the Bidders are advised to carefully select the DSC before forwarding the same to MSTC Limited for mapping. However in case of un-avoidable circumstances where it is required to change the DSC mapping with a particular ID, it might be considered.
- 10.13.3 The Digital Signature Certificate will be used to digitally sign the Bids that the Bidder shall submit online.
- 10.13.4 It will be the sole responsibility of the Bidder and its respective authorized signatory to maintain the secrecy of the password for the Digital Signature Certificate (DSC). The Bidder and its contact person shall be solely responsible for any misuse of the DSC and no complain / representation in this regard shall be entertained at any stage by MSTC Limited / OMECL.

Annexures

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Annexure 1: Format for Covering Letter

(See Clause 5.11.2(i) of the RfP)

(To be submitted on the letterhead of the Bidder)

Letter No. _____

Dated: _____

From

Bidder's / Name and Address

Details of Authorized Signatory

Name :

Designation :

Telephone No. :

Mobile No. :

Fax No. :

E-mail :

To

Abhiram Sahoo, Addl. General Manager (Mining), OMC

Authorized Officer for OMECL

ODISHA MINERAL EXPLORATION CORPORATION LIMITED.

OMC House, Bhubaneswar- 751 001, Odisha

Ph: +91 674 2377439 / +91 9437794740

Dear Sir,

Subject: Submission of Bid for Selection of Mine Operator for Sukinda Chromite Mine

1. With reference to your RfP No. **RfP No.04/OMECL/2019 dated.30.11.2019**, we have examined the Bidding Documents, and understood their contents and hereby submit our Bid for Selection of Mine Operator for Sukinda Chromite Mine. Our Bid is unconditional and unqualified. We are submitting our Techno-Commercial Bid as part of the requirements of the Bidding Process.
2. {We, _____¹, a company duly incorporated under the {Companies Act, 1913/ Companies Act, 1956/ Companies Act, 2013}

¹ Name of Bidder

and having its registered office at _____ ,
India (hereinafter referred to as the “Bidder”) are hereby submitting our Bid.

OR

We, _____ ², a LLP duly incorporated under
the Limited Liability Partnership Act, 2008 and having its registered office at
_____, India (hereinafter referred to as the
“Bidder”) are hereby submitting our Bid.

OR

We, _____ ³, a partnership firm duly
incorporated under the Indian Partnership Act, 1932 and having its registered
office at _____ , India (hereinafter referred to
as the “Bidder”) are hereby submitting our Bid.}

3. We acknowledge that OMECL will be relying on the information provided in the Bid and the documents accompanying the Bid for qualification of the Bidders, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading or suppression of material facts; and all documents accompanying the Bid are true and authenticated copies of their respective originals.
4. This Bid is being submitted for the express purpose of our qualification as a Bidder for the being selected as Mine Operator for Sukinda Chromite Mine.
5. We shall make available to OMECL any additional information it may find necessary or require to supplement or authenticate our Bid.
6. We acknowledge the right of OMECL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. We certify that in the last 3 (three) years, we have neither failed to perform or execute any contract, for any reason whatsoever, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
8. We declare that:
 - a. We are duly organized, validly existing and in good standing under the prevalent laws of Government of India and Government of Odisha;
 - b. We have full power and authority to execute, deliver and perform our obligations under this RfP and to carry out the transactions contemplated hereby;

² Name of Bidder

³ Name of Bidder

- c. We have financial standing and capacity to undertake the mining operations at Sukinda Chromite Mine;
 - d. We undertake that the RfP or the Agreement is subject to the civil, and commercial laws of India and we expressly and irrevocably waive any immunity in any jurisdiction in respect thereof;
 - e. We declare that there are no actions, suits/ proceedings, enquires/ investigations pending against us that will materially affect our performance under this RfP, to the best of our knowledge;
 - f. We further declare that the Bidder has no knowledge of any violation or default with respect of any order, writ, injunction or any decree of any court or any legal binding order of any government agency or of any public sector utility, tribunal or forum which may result in impairment of the performance of the obligations and duties by the Bidder if selected;
 - g. We declare that if we become the Selected Bidder, we shall carry out the works in accordance with **Good Industry Practice** and any breach thereof shall be construed as a breach of the Agreement;
 - h. We have examined and have no reservations to the RfP document, including any corrigendum/ addendum issued by OMECL;
 - i. We do not have any conflict of interest in accordance with the RfP;
 - j. We have not directly or indirectly or through an agent or surrogate engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 8.2.3 of the RfP, in respect of any bid or request for proposal issued by or any agreement entered into with OMECL or any other public sector enterprise or any government, Central or State; and
 - k. We hereby certify that I/we have taken steps to ensure that in conformity with the provisions of Clause 8.2 of the RfP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
9. If we emerge as the Preferred Bidder, we agree to participate in the negotiation meeting(s) called by OMECL for determination of the Agreed Rate for Enhanced Quantity, which shall be less than the Awarded Rate.
 10. We understand that OMECL may cancel the Bidding Process at any time and that OMECL is neither bound to accept any Techno-Commercial Bid that OMECL may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 9 of the RfP.
 11. We declare that we or our related parties are not another Bidder or submitting Bid for Selection of Mine Operator for Sukinda Chromite Mine.

12. We certify that in regard to matters other than security and integrity of the country, we or our related parties have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which is opposed to public policy.
13. We further certify that in regard to matters relating to security and integrity of the country, we or our related parties have not been charge-sheeted by any Government or convicted by a Court of Law.
14. We further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our directors/ managers/ employees. The same applies to our related parties also.
15. We undertake that in case due to any change in facts furnished by us or circumstances pertaining to us during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RfP, we shall intimate OMECL of the same immediately
16. The Bid submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Due Date or any extension thereof.
17. We further declare that by submitting this Bid, we agree to be bound by the terms and conditions of the RfP document.

Thanking you,
Yours faithfully,
(Signature of Authorized Signatory)
Name:
Designation:
Common Seal:
Date:
Place:

Annexure 2: Format for Qualifying on the Technical Criteria

(See Clause 5.11.2(v) of the RfP)

(To be submitted on the letterhead of the Bidder)

Sl. No.	Particulars	Details
1.	Name of mine	
2.	Location	
3.	Type of mine	
4.	Mine owner with contact details	
5.	Experience of	
6.	Experience as mine owner or Mine Operator	
7.	Contract period	From – To
8.	Total reserves of the mine	
9.	Peak rated capacity of the mine	
10.	Annual production of pay material (MT)	
11.	Annual production of pay material (million BCM)	
12.	Annual production of OB (million BCM)	
13.	Total annual production (million BCM)	
14.	Description of scope of work including any work done for mine development	
15.	Brief description of scope of work of sub-Contractor	
16.	Scope of work done by the Bidder	
16.1	Drilling	Yes/No
	Whether done on your own or through sub-Contractor	Give details
16.2	Blasting	Yes/No
	Whether done on your own or through sub-Contractor	Give details
16.3	Excavation	Yes/No
	Whether done on your own or through sub-Contractor	Give details
16.4	Haulage	Yes/No
	Whether done on your own or through sub-Contractor	Give details
16.5	Dewatering of Open Cast Mine with quantity if any.	Yes/No -----Million liters /year
	Whether done on your own or through sub-Contractor	Give details
17.	Date of commencement of production	
18.	Total production till date	

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Documentary evidence to be provided as per Clause 5.11.2 hereof.

The above data/ information have to be provided by the Bidder for all the supporting experiences separately along with documentary proof of the experiences mentioned in the table.

The documentary evidence will be –

- a) **For MDOs and Contract Miners** – Copy of (a) work order, (b) contract awarded (commercial information can be camouflaged), (c) completion certificate issued by the lessee of the mine mentioning the quantum of ore / coal/ lignite mining done, OB removed, dewatering experience and value of the contract executed.
- b) **For Mine Owner (Except Contiguous Lessee)** – Copy of (a) all statutory clearances, (b) Annual / quarterly returns submitted to IBM / Coal Controller / DGMS, (c) Certificate from statutory auditor certifying the quantum of OB removed, ore/coal/lignite mined during the period under consideration, dewatering experience and the value of minerals / coal/lignite mined by the owner.

Annexure 3: Format for Qualifying on the Financial Criteria

(See Clause 5.11.2(vi) of the RfP)

(To be submitted on the letterhead of the Bidder)

Requirement 1

The average Net Worth of the Bidder in the last 3 (three) financial years considered from or counted from the date on which this RfP document is published shall be a minimum of INR 23.56 Crore.

Particulars	Details
Name	
Currency	In INR
Net Worth as on 31 st March 2017	
Net Worth as on 31 st March 2018	
Net Worth as on 31 st March 2019	
Average	

Requirement 2

The average annual Turnover of the Bidder in the last 3 (three) financial years considered from or counted from the date on which this RfP document is published shall be a minimum of INR 35.18 Crore.

Particulars	Details
Name	
Currency	In INR
Turnover as on 31 st March 2017	
Turnover as on 31 st March 2018	
Turnover as on 31 st March 2019	
Average	

Requirement 3

The bidder should submit a solvency certificate in original issued by any Nationalised / Scheduled Commercial Bank for a value of at least INR 11.73 Crore. *(To be submitted on the letterhead of the Bank)*

Particulars	Details
Name	
Date	
Bank Name, Branch, Address	
Solvency certificate value	

Documentary evidence to be provided as per Clause 5.11.2 of the RfP.

In case Bidder has its Balance Sheet in Foreign Currency, then the RBI conversion rate of Foreign Currency vis-à-vis Rupee as on the date of the Balance Sheet shall be taken into consideration.

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Annexure 4: Power of Attorney
(See Clause 5.11.2(iv) of the RfP)

(To be executed on stamp paper of appropriate value and to be notarised)

Know all men by these presents, we..... (name of the {Company/ LLP/ partnership firm} and having our registered office at do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (insert name of authorized signatory), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the **Selection of Mine Operator for Sukinda Chromite Mine** being developed by OMECL including but not limited to signing and submission of all applications, bids and other documents and writings, participate in pre-bid meeting and other conferences and providing information/ responses to OMECL, representing us in all matters before OMECL, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with OMECL in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Agreement with OMECL.

AND it is hereby affirmed and confirmed that the signatory on behalf of the principal of this Power of Attorney (hereinafter referred to as "POA") has been duly and lawfully authorized through a Board Resolution for signing this POA.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 20XX

For

.....

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted

[Notarized]

(Signature)

(Name, Title and Address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Laws and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostilled certificate.*

Annexure 5 : Format for Bid Security (Bank Guarantee)

(See Clause 5.11.2(ii) and Clause 6.1 of the RfP)

**BG shall be obtained from Nationalised / Scheduled Commercial Bank
Operable / Executable at Bhubaneswar**

(To be executed on INR.100/- non-judicial stamp paper)

B.G. No.

Dated: [•]

1. In consideration of you, ODISHA MINERAL EXPLORATION CORPORATION LIMITED, having its office at OMC House, Bhubaneswar – 751 001, Odisha (hereinafter referred to as “OMECL”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the bid of _____ { a company within the meaning of Companies Act, 1913/1956/2013 / a LLP formed under the Limited Liability Partnership Act, 2008 / a registered partnership firm formed under the Indian Partnership Act, 1932} and having its {registered office/ office} at _____ (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for “**Selection of Mine Operator for Sukinda Chromite Mine**”(hereinafter referred to as the “Project”) pursuant to the Request for Proposal being RfP No. **RfP No.04/OMECL/2019 dated.30.11.2019** (hereinafter referred to as the “RfP”) issued in respect of the Project and other related documents (hereinafter collectively referred to as “Bidding Documents”), we [Name of the Bank] having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “Bank”), at the request of the Bidder, do hereby in terms of Clauses 5.11.2 and 6.1.1 of the RfP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the Bidding Documents (including the RfP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to OMECL an amount of INR 5,86,30,720.00/- (Rupees Five crore Eighty-six lakh Thirty thousand Seven hundred Twenty only) (hereinafter referred to as the “Bank Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by OMECL stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Bank Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of OMECL is disputed by the Bidder and merely on the first demand from OMECL stating that the amount claimed is due to OMECL by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its bid open during the bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Bank Guarantee. However, our liability under this Bank Guarantee shall be restricted to an amount not exceeding **INR 5,86,30,720.00/-**.
4. This Bank Guarantee shall be irrevocable and remain in full force for a period of **Two Hundred and Seventy (270)** days from the Bid Due Date or for such extended period as may be mutually agreed between OMECL and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that OMECL shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its bid open during the bid validity period set forth in the said Bidding Documents, and the decision of OMECL that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between OMECL and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Government body.
6. The Bank Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person/ body/ company etc. as the case may be.
7. In order to give full effect to this Bank Guarantee, OMECL shall be entitled to treat the Bank as the principal debtor. OMECL shall have the fullest liberty without affecting in any way the liability of the Bank under this Bank Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the bid validity period or the period for conveying acceptance of letter of intimation of award of contract by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to OMECL, and the Bank shall not be released from its liability under these presents by any exercise by OMECL of

the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of OMECL or any indulgence by OMECL to the said Bidder or by any change in the constitution of OMECL or its absorption, merger or amalgamation with any other person/ body/ company etc. as the case may be, or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered post to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ [insert name of Bank along with branch address at Bhubaneswar] and delivered at such branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for OMECL to proceed against the said Bidder before proceeding against the Bank and the Bank Guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which OMECL may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Bank Guarantee during its currency except with the previous express consent of OMECL in writing.
12. The Bank declares that it has power to issue this Bank Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Bank Guarantee for and on behalf of the Bank.
13. The Bank hereby agrees that this Bank Guarantee shall be governed by and construed in accordance with the laws of India and any claim or dispute arising under this deed shall fall within the jurisdiction of competent courts at Bhubaneswar.
14. Notwithstanding anything contained herein
 - i) Our liability under this Bank Guarantee shall not exceed INR.....
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date”..... of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee served on the Bank at ourbranch at Bhubaneswar on or before (Claim Period of the Bank Guarantee must be beyond twelve months from the

expiry date of the BG, **total period is equal to 270 days plus one year claim period**).

- iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

Signed and Delivered by _____ Bank

By the hand of Mr. /Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

Annexure 6: Format for Affidavit
(See Clause 5.11.2(vii) and Clause 6.3 of the RfP)

(To be executed on stamp paper of appropriate value and duly notarized)

BEFORE THE NOTARY PUBLIC _____

AFFIDAVIT IN TERMS OF CLAUSE 5.11.2 AND CLAUSE 6.3.1 of THE RfP
No.04/OMECL/2019 dated.30.11.2019 floated by OMECL for selection of Mine
Operator at Sukinda Chromite Mine

I _____, aged about _____ years, son/daughter of _____, and a permanent resident of _____, _____, P.S-_____, Dist:_____ and now at present working as _____ in _____ do hereby solemnly affirm and state as follows:-

1. I am the Authorized Signatory of _____ (name of the Bidder) and have filed a Power of Attorney as per clause 5.11.2 and Annexure 4
2. That I have been working under _____ (name of the bidder) since _____ and am fully conversant and acquainted with all matters relating to this RfP.
3. That we hereby declare that in the last five years, reckoned from the date of submission of bid, in respect to any tender related to mining issued by or mining contract entered into with any Central/State Government or Public Sector Undertakings:
 - (a) Our Earnest Money deposit or Bid Security or Performance Security has not been forfeited; or
 - (b) None of our contracts have been terminated/ foreclosed on account of our default;
4. We have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to the business dealing with Government of India or any other Government or Public Sector Undertakings during the last five years reckoned from the date of submission of bid.
5. We have not been declared ineligible for participating in any bid/contract by any competent court of law or any Government Authority or Government Company as on date of submission of bid.

OR

We have been declared ineligible for participating in any bid/contract by competent court of law or any Government Authority or Government Company but such ineligibility is not valid as on date of submission of bid.

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

6. We have not been blacklisted from participation in mining related services as on date of submission of bid.

OR

We have been blacklisted from participation in mining related services but such blacklisting is not valid as on date of submission of bid.

7. That we declare that **we are not a contiguous lessee.**
8. That this affidavit is required to be submitted in original as part of Techno-Commercial Proposal.
9. That the facts stated above are true to the best of my knowledge and belief.

Identified by

Advocate

Deponent
(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

Annexure 7: Certificate of Total Compliance
(See Clause 5.11.2(viii) and Clause 6.4 of the RfP)

(On letterhead of the Bidder)

Dated: _____

To
Abhiram Sahoo, Addl. General Manager (Mining),
Authorized Officer for OMECL
ODISHA MINERAL EXPLORATION CORPORATION LIMITED.
OMC House, Bhubaneswar- 751 001, Odisha

Subject: Undertaking of Compliance with the Scope of work, roles and responsibilities as mentioned in the Bidding Documents.

Sir,

1. We.....unconditionally offer to undertake the works as indicated in the Bidding Documents and hereby bind myself/ ourselves to execute the work as per the scope as well as carry out the roles and responsibilities stipulated in the Bidding Documents.
2. We have read the terms and conditions of the Bidding Documents attached hereto and agree irrevocably to abide by such terms and conditions. We agree to execute the work and achieve the target without any demur or hindrance.
3. We undertake to furnish the required Security Deposit, failing which we shall have no objection to the forfeiture of the Bid Security deposited by us with OMECL and bear all the liabilities.

(Signature of the Authorized Signatory)

(Official Seal)

Name:

Designation:

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Annexure 8: Duly Filled-in Checklist of Documents to be submitted as part of the Techno-Commercial Bid

(See Clause 5.11.2(ix) and Clause 6.5 of the RfP)

Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Verified during Evaluation	Remarks
1.	Checklist of Documents to be submitted as part of the Techno-Commercial Bid (as per the format provided in Annexure 8)				
2.	Covering Letter (as per the format given in Annexure 1 hereof)				
3.	Details of meeting the Technical Criteria (as per format given in Annexure 2 hereof)				
4.	Documentary evidence in support of meeting the Technical Criteria				
5.	Details of meeting the Financial Criteria (as per format given in Annexure 3 hereof)				
6.	Documentary evidence in support of meeting the Financial Criteria				
7.	Power of Attorney (as per format given in Annexure 4) accompanied by a copy of a Board Resolution				
8.	UTR number, date and bank details in support of payment towards Bid Document Cost.				

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Verified during Evaluation	Remarks
9.	Bid Security (as per format given in Annexure 5 hereof)				
10.	Affidavit (as per format given in Annexure 6 hereof)				
11.	Certificate of Total Compliance (as per format provided in Annexure 7)				
12.	List of major equipment to be deployed by the Mine Operator (as per format provided in Schedule III of Agreement)				
13.	Copy of EPF registration document				
14.	Copy of GST registration certificate				
15.	Copy of PAN				
16.	Copy of TAN				
17.	Copy of TIN				
18.	Certificate of Incorporation of the Company/LLP/ partnership firm				
19.	Copy of MoA if applicable				
20.	Copy of AoA if applicable				
21.	Copy of Registration certificate of partnership firm, if applicable				
22.	Copy of Partnership Deed, if applicable				

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL

Sl. No.	Document to be Submitted	Uploaded by Bidder (please tick)	Physical Submission (please tick)	Verified during Evaluation	Remarks
23.	Complete set of the Bidding Document along with corrigendum / clarification agenda , if any duly signed by the Bidder along with Bidder's {company/LLP/ partnership firm) stamp on each page				
24.	Copy of income tax return submitted to the I.T. Authority for last 3 Assessment years. (The tax return shall be for preceding three assessment years in which the tender is being submitted				
25.	Organizational chart giving details of field management at site, which the Bidder proposes to have for this job & total number of statutorily qualified person to be deployed by the Bidder				
26.	Undertaking in respect of Clauses 4.1.3, 4.1.4 and 4.1.6				

Annexure 9 : Model Agreement

Signature of the Bidder

Addl. General Manager (Mining), OMC Ltd
Authorized officer for OMECL